

# EXHIBIT P

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**From:** Jane Pearson <jane.pearson@polsinelli.com>  
**Sent:** Tuesday, February 9, 2021 8:00 PM  
**To:** Peurach, Alexandra S.; Kelleher, Chris; Winsberg, Harris B.  
**Cc:** Wendy Godfrey; Caryn Wang  
**Subject:** Bay Point Capital Partners II, L.P. v. Hoplite, Inc. et al, Case # 1:21-cv-00375

**Importance:** High

**EXTERNAL SENDER**

Dear Ms. Peurach, Mr. Kelleher and Mr. Winsberg,

We represent Columbia State Bank ("Columbia Bank"), as lender, to Hoplite, Inc., and Hoplite Entertainment, Inc. as borrower. The loans are guaranteed by Jonathan Lee Smith.

Through its own diligence, and not by notice from any parties to the referenced lawsuit, Columbia Bank learned this week of the pending lawsuit, and of the receivership hearing scheduled for February 10. Columbia Bank has not had the opportunity to fully review the filings in the lawsuit, but has learned of the following matters and brings them to your attention:

1. Regarding the documents attached as Exhibit M to the Complaint, the first two documents, which purport to be (a) a letter dated September 28, 2020 from Columbia Bank to Hoplite Entertainment Inc. and Hoplite Inc., and (b) a Standby Creditor's Agreement in which Columbia State Bank is the Standby Creditor and Bay Point Capital Partners II, LP, is the Lender, are **falsely fabricated, do not contain signatures of representatives of Columbia Bank, are not part of loan documents between Columbia Bank and Hoplite, are not authorized by Columbia Bank, and are ineffective.**
2. The third and fourth documents attached as Exhibit M to the Complaint **are not true copies of the Business Loan Agreements between Columbia Bank and the Hoplite entities and were not signed by Lindsey Purdy on behalf of Columbia Bank.**
3. Columbia Bank's perfected security interest in the Collateral (as defined in the Complaint) is senior to that of Bay Point Capital Partners II, L.P., as a review of the UCC -1 filings reveals.
4. Columbia Bank does not intend to object to the appointment of a receiver, but objects to language included in the proposed order in paragraph 20 that "Bay Point has a valid, first priority security interest in Defendants' right, title, and interest in the Collateral, as that term is defined in the Loan Agreement, and Bay Point has perfected its security interest in the Collateral." Please revise the proposed order to reserve the determination of validity and perfection of security interests to a later date, and revise this sentence to provide as follows: "Bay Point asserts a valid, first priority security interest in Defendants' right, title and interest in the Collateral, as that term is defined in the Loan Agreement."
5. Columbia Bank also objects to language included in the proposed order further in paragraph 20, on page 7, describing Bay Point as "a secured creditor with a first priority security interest therein". Please revise this phrase to "a secured creditor asserting a first priority security interest therein".

Please respond to this email and confirm that these changes will be made to the proposed order, and that no additional language will be added to the order describing Bay Point's security interest as valid, perfected or first priority.

Best,

**Jane Pearson**

*Shareholder, Seattle Office Managing Partner*

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